-4013.

BILL NO. S-78-03-27

SPECIAL ORDINANCE NO. S- 51-78

AN ORDINANCE approving a Contract for Sewer Improvement Resolution No. 298-1977 (Phase I), between the City of Fort Wayne, Indiana and Winzeler Excavating Co., Inc., for installation of Sewer involving Leo, Brooks, St. Joe and Rothman Roads, at a cost of $228,959.00.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain Contract, dated March 22, 1978, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Winzeler Excavating Co., Inc., for:

Installation of a Sewer involving Leo, Brooks, St. Joe and Rothman Roads

under the Board of Public Works Sewer Improvement Resolution No. 298-1977 (Phase I), at a total cost of $228,959.00, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

John Nuckols
Councilman

APPROVED AS TO FORM AND LEGALITY,
[signature]
CITY ATTORNEY

Read the first time in full and on motion by Nuckols, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works ~~(and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19__, at ______ o'clock ____ M.,E.S.T.~~

DATE: 3-28-78

CITY CLERK

Read the third time in full and on motion by Nuckols, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 4-11-78

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-51-78 on the 11th day of April, 1978.

ATTEST: (SEAL)

CITY CLERK

Samuel J. Talarico

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of April, 1978, at the hour of 11:30 o'clock A. M.,E.S.T.

CITY CLERK

Approved and signed by me this 17th day of April, 1978, at the hour of 11 o'clock a. M.,E.S.T.

Robert E. Armstrong

MAYOR

Bill No. S-78-03-27

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a Contract for Sewer Improvement Resolution No. 298-1977 (Phase I), between the City of Fort Wayne, Indiana and Winzeler Excavating Co., Inc., for installation of Sewer involving Leo, Brooks, St. Joe and Rothman Roads, at a cost of $228,959.00

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

4-11-78 CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

CONTRACT AND BOND

This Agreement, Made and entered into as of the 22 day of March 1978, by and between WINZELER EXCAVATING CO. INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct the following described sanitary sewer.

Beginning at an existing sanitary sewer manhole located 4300± LF south of and 2000± LF west of the centerline intersection of Leo Road and Brooks Road; thence southerly 891± LF to a proposed manhole; thence southeasterly 690± LF to a proposed manhole located 15± LF north of and 120± LF west of the northeast corner of Lot 26 of Riverbend Woods, Section I, an addition to the City of Fort Wayne, Allen County, Indiana; thence southeasterly 15± LF north of and parallel to the north boundary of said Riverbend Woods, Section I 1670± LF to a proposed manhole located 40± LF east of and 55± LF north of the centerline intersection of St. Joe Road and Rothman Road. Said manhole shall be included in Phase II of this project.

Said manhole will terminate Phase I of this project.

for the Following Prices

24" VCP (CLASS 700)	FORTY AND 00/100 DOLLARS	$ 40.00
24" RCP (CLASS IV)	FORTY TWO AND 00/100 DOLLARS	42.00
STD. M.H. TYPE I-A	ONE THOUSAND AND 00/100 DOLLARS	1,000.00
#53 OR #73 BACKFILL	TEN AND 00/100 DOLLARS	10.00
BROADCAST SEEDING	NO AND 20/100 DOLLARS	0.20
10" DEEP STRENGTH ASPHALT (FOR TRENCH)	TWENTY-FIVE AND 00/100	25.00
2" ASPHALTIC SURFACE (½" SURFACE & 1½" BINDER)	FIVE AND 00/100 DOLLARS	5.00
4" - 12" FIELD TILE REPLACEMENT	TWENTY AND 00/100 DOLLARS	20.00
LANDSCAPING (1" - 3" TREES)	TWO HUNDRED FIFTY AND 00/100 DOLLARS	250.00
GUARD RAIL (REMOVE AND REPLACE)	TWENTY AND 00/100 DOLLARS	20.00
SANITARY LIFT STA. & FORCE MAIN	TWENTY THOUSAND AND 00/100 DOLLARS	20.000.00
SIPHONS WITH STRUCTURES	SEVENTY FIVE THOUSAND AND 00/100 DOLLARS	75,000.00
ALTERNATES		
24" RCP (CLASS III)	THIRTY FIVE AND 00/100 DOLLARS	35.00
GUARD RAIL REPLACEMENT (NEW)	FORTY AND 00/100 DOLLARS	40.00

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of SANITARY SEWER Improvement Resolution No. 298-77 PHASE I and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 180 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 1st day of March 1978

ATTEST

[signature]
CORPORATE SECRETARY

WINZELER EXCAVATING COMPANY, INC.
By [signature]
Its PRESIDENT
Contractor, party of the first part.

This contract approved by us this 22 day of March, 1978

Henry P. Wehrenberg
Ethel U. LaMax
May G. Scott

BOARD OF PUBLIC WORKS,
Party of the second part.

ATTEST: Ursula Miller
CLERK

_______________ Mayor

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

WINZELER EXCAVATING COMPANY, INC.

as principal and OHIO FARMERS INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Two Hundred Twenty-eight Thousand Nine Hundred Fifty-nine and no/100 ($228,959.00) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the 1ST day of MARCH 1978, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of One (1) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

COUNTERSIGNED: PETTINER AGENCY CAMDEN, INDIANA

Witness our hands and seals this 1ST day of MARCH 1978

ATTEST

[signature]
Corporate Secretary

WINZELER EXCAVATING CO. INC. (SEAL)

By [signature] (SEAL)

Its PRESIDENT (SEAL)

[signature] attorney in fact (SEAL)

OHIO FARMERS INSURANCE CO.

Approved this 22 day of March 1978

Henry P. Wehrenberg

Ethel H. LaMar

Mary G. Scott

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

[signature]

CITY ATTORNEY

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5,68,69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, Page 545, being I.C. 22-3-2-14. It is further stipulated that any judgment rendered against the City of Ft. Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

General Power of Attorney
CERTIFIED COPY

Power No. 3102-77

Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint Roger W. Miller, John T. Koetz, Barbara B. Crabbe, M. E. Hughes, and Richard L. Greer, jointly or severally

of Columbus and State of Ohio its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship--

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Ohio Farmers Insurance Company:

"*Be It Resolved,* that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"*Section 1. Attorney-in-Fact.* Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957.)

"*Be It Resolved,* that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.)

This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

BE IT RESOLVED, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 12th day of October A.D., 1977.

{ Corporate Seal Affixed }

OHIO FARMERS INSURANCE COMPANY

By [signature]
R. M. McGhee *Vice President*

State of Ohio
County of Medina } ss.:

On this 12th day of October A.D., 19 77, before me personally came R. M. McGhee, to me known, who, being by me duly sworn, did depose and say, that he resides in Westfield Center; that he is Vice President of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

{ Notarial Seal Affixed }

[signature]
Robert Wavrek Notary Public

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

CERTIFICATE

State of Ohio
County of Medina } ss.:

I, David S. Smith, Jr., Assistant Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 1st day of March A.D., 1978

[signature]
David S. Smith, Jr., Assistant Secretary

BD 5410 B

Financial Statement

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251

December 31, 1976

ASSETS

Cash and Bank Deposits	*$ 1,097,632*
U.S. Government Bonds	*1,286,424*
State and Other Bonds	*42,101,917*
Stocks	*14,257,255*
**Westfield Insurance Co.*	*22,379,823*
**Westfield National Insurance Co.*	*5,495,058*
**Westfield Life Insurance Co.*	*9,246,209*
**Westfield Securities Company*	*399,303*
**Westfield Placement Agency, Inc.*	*4,168*
Real Estate	*4,900,527*
Premiums in Course of Collection	*8,960,693*
Inter-Company Balances	*(1,185,160)*
Interest and Dividends Accrued	*647,470*
Other Admitted Assets	*1,044,963*
	$110,636,282

LIABILITIES

Reserve for Unearned Premiums	*$ 29,322,372*
Reserve for Unpaid Losses	*19,509,944*
Reserve for Unpaid Loss Expenses	*2,681,961*
Reserve for Outstanding Drafts	*2,125,153*
Reserve for Taxes & Other Liabilities	*5,177,634*
	$ 58,817,064
General Voluntary Reserve	*6,000,059*
Surplus Over All Liabilities	*45,819,159*
SURPLUS to Policyholders	*$ 51,819,218*
	$110,636,282

**Wholly Owned Subsidiaries*
Securities carried at $1,600,746 deposited in accordance with law
Bonds Amortized
Stocks carried at National Association of Insurance Commissioners valuations

State of Ohio }
} ss:
County of Medina }

The Undersigned, being duly sworn, says: That he is Vice President of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the laws of the State of Ohio and authorized to do business in the State of .... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 1976.

Attest:

..David S. Smith, Jr...... *Asst. Secretary*
David S. Smith, Jr.

...R. M. McGhee......... *Vice President*
R. M. McGhee

{ CORPORATE SEAL AFFIXED }

Sworn to before me this 9th day of February, A.D., 1977.
My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

...Robert Wavrek...............
Robert Wavrek
Attorney at Law
Notary Public — State of Ohio

{ NOTARIAL SEAL AFFIXED }

BD 5402

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

WINZELER EXCAVATING COMPANY, INC. Contractors

as principal and OHIO FARMERS INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED TWENTY-EIGHT THOUSAND NINE HUNDRED FIFTY-NINE AND NO/100 ($228,959.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said WINZELER EXCAVATING COMPANY, INC.

did on the 1st day of March 1978 enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and along a described centerline beginning at an existing sanitary sewer manhole located 4300± LF south of and 2000± LF west of the centerline intersection of Leo Road and Brooks Road; thence southerly 891± LF to a proposed manhole; thence southeasterly 690± LF to a proposed manhole located 15± LF north of and 120± LF west of the northeast corner of Lot 26 of Riverbend Woods, Section I, an addition to the City of Fort Wayne, Allen County, Indiana; thence southeasterly 15± LF north of and parallel to the north boundary of said Riverbend Woods, Section I, 1670~~± LF to a proposed manhole located 40± LF east of and 55± LF north of the centerline~~ intersection of St. Joe Road and Rothman Road. Said manhole shall be included in Phase II of this project.

Said manhole will terminate Phase I of this project.

according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Countersigned: Richard Pettiner, Pettiner Agency, Camden, Ind.

Now, if the said WINZELER EXCAVATING COMPANY, INC. shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 1st day of March 1978

ATTEST

[signature]

CORPORATE SECRETARY

WINZELER EXCAVATING COMPANY, INC. (SEAL)

BY Denny C. Winzeler (SEAL)

ITS PRESIDENT (SEAL)

Richard L. Bell attorney in fact

OHIO FARMERS INSURANCE CO.

Approved this 22 day of March 1978

Henry P. Wehrenberg

Ethel H. LaMar

Mary G. Scott

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind.,________________19___

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until____________________________

____

____

____

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind.,________________19___

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until____________________________

____

____

____

Board of Public Works.

No.________19___

CONTRACT AND BOND
of

for

Amount of Bond

Approved:________Dollars

Board of Public Works.

Recorded in Contract Record Book No.____
Page____Recorded in____Imp. Res.
Record Book No.____Page____
Improvement Resolution No.____19___
Cost per lineal foot $____
Assessment Roll Approved____
Final Estimate Approved____

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

IN RE:

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with. ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JANUARY, FEBRUARY AND MARCH, 1978.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	12.55	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING)	S	10.17		6%		7	2if
(HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.60	50	1%+30		6	
ELEVATOR CONSTRUCTOR	S	10.91	74½	56	8%	6	
GLAZIER	S	10.20		25	40	4	25¢holidays
IRON WORKER	S	11.20	90	1.05		2	2if
LABORER (BUILDING)	S-SS US	7.25-7.55	60	45		9	
(HIGHWAY)	S-US-SS	7.60-8.45	70	50		9	
(SEWER)	S-US-SS	7.60-8.40	70	50		8	
LATHER	S	10.07		60		1	2if
MILLWRIGHT & PILEDRIVER	S	10.50		6%		7	2if
OPERATING ENGINEER (BUILDING)	S-SS US	7.90-11.00	40	55		8	
(HIGHWAY)	S-SS-US	7.96-10.30	40	40		8	
(SEWER)	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6¢misc.
PLASTERER	S	9.27	60	40			
PLUMBER & STEAMFITTER	S	11.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-10.10					
ROOFER	S	9.45		10			
SHEETMETAL WORKER	S	11.48	50	60		10	1if
TEAMSTER (BUILDING)	S-SS US	8.68-9.63	23.00pw	23.00pw			
(HIGHWAY)	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this projec as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 29 DAY OF Dec 1977

Wayne T Kebler
REPRESENTING GOVERNOR, STATE OF INDIA[NA]

[illegible signature]
REPRESENTING THE AWARDING AGENT.

[illegible signature]
REPRESENTING STATE A.F.L. & C.I.O.

4013

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 298-77
PHASE I, ROTHMAN ROAD SEWER - WINZELER EXCAVATING CO., INC., CONTRACTOR

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-78-03-27

SYNOPSIS OF ORDINANCE CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 298-77, (PHASE I) - WINZELER EXCAVATING CO., INC., CONTRACTOR FOR THE PROJECT, IN THE AMOUNT OF $228,959.00 FOR THE INSTALLATION OF A SEWER INVOLVING LEO, BROOKS, ST. JOE AND ROTHMAN ROADS.

(CONTRACT ATTACHED)

(PRIOR APPROVAL ACQUIRED FEBRUARY 22, 1978)

EFFECT OF PASSAGE INSTALLATION OF SEWER TO SERVE LEO ROAD, BROOKS ROAD, ST. JOE AND ROTHMAN RDS. AREA

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SEWER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $228,959.00 FROM CITY UTILITIES

ASSIGNED TO COMMITTEE Public Works

EP